



Thank you for your interest in partnering with Trexis Insurance. We are excited about working with you to help you and your agency achieve its goals. In order to get your appointment completed efficiently, please make sure that every form in this packet is filled out and all required documentation is attached before sending it in. We know your time is valuable, so making sure that the appointment packet is completed before sending it in will save you time and give you access to the Trexis products and services in a timely fashion.

Thank you for the opportunity to be a part of your agency.



LICENSING DEPT USE ONLY

TSM: _____ CODE: _____

PRODUCER CODE: _____

EFFECTIVE DATE: _____

☐ **CODE PROVIDED TO TSM**

XXX500

02_AGENCY NEW APPOINTMENT CHECKLIST – SMART CHOICE AGENCY

Required Documents:

- ☐ 02_Checklist
- ☐ 03_Agency Appointment Application
- ☐ Copy of Agency's Error and Omission (E&O) Proof of Coverage (Choose one)
If expiring within 30 days of appointment a renewal Dec Page must be submitted
 - ☐ Declaration Page
 - ☐ Certificate of Insurance
- ☐ 04_FCRA
- ☐ 05_Banking Form (Sweep), Copy of voided check
- ☐ 06_Agency Licensing Information
- ☐ Copies of Valid Insurance Licenses
- ☐ 07_Website Security Form
- ☐ 08_Website Link Form
- ☐ Producer Agreement

TREXIS INSURANCE CORPORATION
4037 RURAL PLAINS CIRCLE, STE 100
FRANKLIN, TN 37067
Phone: (615) 661-0700
agentlicensing@trexis.com

LICENSING DEPT USE ONLY

TSM: _____ CODE: _____

PRODUCER CODE: _____

EFFECTIVE DATE: _____

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AGENCY APPOINTMENT APPLICATION

The Agency is a: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Other _____

Agency Name **(To appear on Policies)**: _____

Legal Name (Tax Filing Name) if different from above: _____

Business Phone: _____ Fax: _____ Website: _____

Email Address 1: _____ Email Address 2: _____

UPS/Physical Address: _____

City: _____ State: _____ Zip: _____ County: _____

PO Box Address (if applicable): _____ City: _____ State: _____ Zip: _____

Commission Information:

Payable Entity: _____ Worldwide Insurance Network, Inc.

Address: _____ 1589 Skeet Club Rd., #102 PMB 349

City/State/Zip: _____ High Point, NC 27265-8818

Phone: _____

Please list the comparative rater utilized _____

AGENCY BACKGROUND:

Date the agency was established: _____ Non Standard Auto Contact Person: _____

List full names and titles of the Owner or Owners of this agency, if the agency is a sole proprietorship or partnership:

List full names and titles of all officers or members of this agency, if the agency is a corporation, LLC or other organization:

Does this agency have any additional offices? ☐ Yes ☐ No

If there are **additional locations** to be appointed, please list complete address, telephone and fax numbers with area code, provide copies of licenses and complete licensing information (if necessary attach additional sheets):

Address #2 _____

City _____ State _____ Zip _____

County _____ Email _____

Phone _____ Fax _____

Address #3 _____

City _____ State _____ Zip _____

County _____ Email _____

Phone _____ Fax _____

COMPANIES REPRESENTED: (Please attach a minimum of 2 years of premium and loss reports for Non-Standard Auto companies listed)

Non-Standard Auto Company	Volume	L/R
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Standard Auto Company	Volume	L/R
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Total # of New N/S Accounts Written Monthly: _____

Expected Volume with Trexis: _____

ERRORS & OMISSIONS COVERAGE: Copy of the Dec Page(s) with Expiration date, Liability Limits and Deductible required

Name of Carrier: _____ Policy # _____

Policy Dates: _____ Liability Limit: _____ Deductible: _____

A Liability Limit less than \$300,000 or a Deductible over \$10,000 must include additional details: _____

IMPORTANT

1. Have there been any suites or judgements, including business or personal bankruptcies, against any agent/broker or the agency during the previous five years? ☐ Yes ☐ No
2. Do you have delinquent unpaid debts, exceeding, in total \$10,000? (add together any delinquent: consumer debt, tax liens, loans, child support payments, alimony payments, civil judgements, and other delinquent debt.) ☐ Yes ☐ No
3. Are any agents/brokers under investigation or subject to administrative review currently or in the previous three years? ☐ Yes ☐ No
4. Have any Agency/Company contracts been canceled in the previous three years? ☐ Yes ☐ No
5. Has any agent/broker who will be appointed by or working with Trexis Insurance Companies ever been convicted of a felony? ☐ Yes ☐ No
6. Has your agency, or any of the principals or owners within the agency, ever been subject to a fine or other disciplinary action from the DOI or another regulatory agency? ☐ Yes ☐ No
7. Have there been any E&O claims within the last 5 years? ☐ Yes ☐ No

If "Yes" to any of the above questions, please explain: _____

NOTES OR COMMENTS _____

APPOINTMENT PACKET CHECKLIST

- | | | |
|--|--|---|
| <input type="checkbox"/> Licensing Worksheet | <input type="checkbox"/> Copy of E&O Dec Page(s) | <input type="checkbox"/> Website Security Forms |
| <input type="checkbox"/> Copy of Agent/Agency Licenses | <input type="checkbox"/> Website Security Forms | <input type="checkbox"/> Producer Agreement |
| <input type="checkbox"/> Banking Form | | |

SIGNATURES

I expressly authorize the Company to obtain any investigative consumer or business report, including information as to character, general reputation, financial history and mode of living, which the Company, in its sole discretion may deem pertinent to and useful in the agency qualification procedure. I acknowledge that I do not have binding authority and certify that I will not attempt to bind nor indicate that I have bound coverage until I have received confirmation from the Company of my qualification as a producer and authority to bind coverage. I further acknowledge that, as an agency appointed under a master agreement with Worldwide Insurance Network, all insurance contracts produced under this appointment shall be subject to the master agreement and all information related to such insurance contracts shall be available to and accessible by Worldwide Insurance Network upon their request to the Company. I hereby certify that all of my above representations and answers are truthful, complete, and accurate.

Date

Signature of person completing application

Title

Please Fax to (615) 661-6629 or Email to agentlicensing@trexis.com

AUTOMATED DEBIT (SWEEP) AUTHORIZATION AGREEMENT
THIS FORM IS FOR AGENT BANKING INFORMATION ONLY

This is my authorization for TREXIS INSURANCE COMPANIES (Trexis Insurance Corporation, Trexis One Insurance Corporation) to automatically debit the bank account designated below on behalf of Trexis Insurance Companies and Home State County Mutual Insurance Company (TX Agents only):

AGENCY FAX NUMBER: _____ **PRODUCER CODE:** _____

AGENCY EMAIL ADDRESS: _____

Agency's Bank Name: _____

Agency's Account Name: _____

Branch Location: _____
(City & State)

Agency's ABA (Bank Routing Number):

Agency's Bank Account Number: _____

I understand that this authorization will remain in effect until I notify TREXIS INSURANCE COMPANIES or one of their authorized agents, that I no longer desire this service, allowing reasonable time to act upon my notification. Notification will be given in writing and sent by fax or mail. TREXIS INSURANCE COMPANIES will then notify the bank, in writing and will send notification of termination by fax, mail or email. I also understand that if corrections to the debit amount are necessary, it may involve an adjustment (credit or debit) to my agency's account.

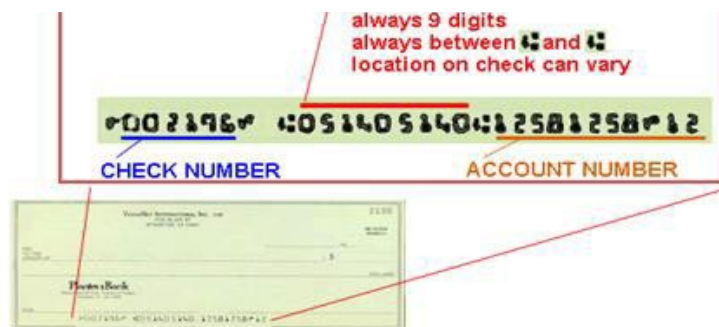
Name & Title of authorized officer (Please Print)

Agency Name

Signature of authorized officer

Date

A voided check from your business account showing the routing and account numbers should be attached in the space below or a copy provided on a separate sheet.



TREXIS INSURANCE COMPANIES
4037 Rural Plains Circle, Ste 100
Franklin TN 37064-1618
Phone: (615) 661-0700 Fax: (615) 661-6629
Email: agentlicensing@trexis.com

Licensing Dept Use Only

Producer Code: _____

Appointment Eff: _____

E & O Expire: _____

Limit: _____ Ded: _____

AGENCY LICENSING INFORMATION

*Instructions: Check the box for the appropriate state(s). For a Business Entity license in the name of a Partnership or Corporation complete Part I AND Part II. For a sole proprietorship Complete only Part II. If appointing a Business Entity License and Agent(s) in more than one state, please use separate sheets for each state. **FCRA page needed for each agent in AR, GA, SC. KY Principal only.***

License state(s): ☐ AL ☐ AZ ☐ GA ☐ KY ☐ NV ☐ TN ☐ VA
☐ AR*** ☐ CO ☐ IN ☐ OH ☐ SC ☐ TX

PLEASE SUBMIT A COPY OF THE BUSINESS ENTITY AND / OR AGENT'S LICENSE FOR EACH STATE CHECKED ABOVE

*****AR Agencies ONLY** – If your agency is appointed under a Business Entity License, you **must** contact the AR DOI and add the Agent(s) named below to your Business Entity License Associations **before** submitting this form to request an appointment.

This licensing information is for: _____
PRINT the AGENCY NAME Here

PART I - AGENCY TO BE APPOINTED – Complete this section only if Agency holds a BUSINESS ENTITY License

Agency Name: _____
(As it appears on your Agency's Business Entity License)

Fed Tax ID#: _____ NPN#: _____ LICENSE # _____

PART II - AGENTS TO BE APPOINTED - NOTE: If appointing more than three agents, please use additional form(s)
Agents listed for Write New Business on the Website security form must be listed on this form and license included

Agent Name: (First, Middle & Last) _____

Resident Address: _____

City: _____ State: _____ Zip: _____

SS#: _____ DOB: _____

License #: _____ Expiration Date: _____ NPN#: _____

AGENT TO BE:

☐ APPOINTED

☐ TERMINATED

Agent Name: (First, Middle & Last) _____

Resident Address: _____

City: _____ State: _____ Zip: _____

SS#: _____ DOB: _____

License #: _____ Expiration Date: _____ NPN#: _____

AGENT TO BE:

☐ APPOINTED

☐ TERMINATED

Agent Name: (First, Middle & Last) _____

Resident Address: _____

City: _____ State: _____ Zip: _____

SS#: _____ DOB: _____

License #: _____ Expiration Date: _____ NPN#: _____

AGENT TO BE:

☐ APPOINTED

☐ TERMINATED



FAIR CREDIT REPORTING ACT DISCLOSURE & AUTHORIZATION

*For AR, GA, SC must include a signed form for each agent being appointed
For KY must be completed and signed by principal*

Please read the following and indicate your agreement by signing below.

Trexis Insurance Corporation/Trexis One Insurance Corporation ("Trexis"), will attempt to obtain and use information about you from consumer reports and/or investigative consumer reports in considering your eligibility to act as an independent agent on behalf of Trexis.

The scope of the consumer report/investigative consumer report may include any written, oral or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, criminal history records from any or all federal, state or county jurisdictions.

If Trexis takes an adverse action based on information in a consumer report/ investigative consumer report about you, then Trexis will notify you of the adverse action and identify the consumer reporting agency that furnished the report. For 60 days following receipt of the notice, you will have a right to obtain a free copy of the consumer report and dispute with the consumer reporting agency the accuracy or completeness of any information in it.

You are also free to contact the Federal Trade Commission or Consumer Financial Protection Bureau about your rights under the Fair Credit Reporting Act ("FCRA").

You may request the name and address of the consumer reporting agency furnishing consumer reports about you, if any, by contacting **Trexis at P.O. Box 682322, Franklin, TN 37068.**

AUTHORIZATION

By signing below, you authorize Trexis to obtain consumer reports/investigative consumer reports about you for purposes of determining your eligibility to act as an independent agent on behalf of Trexis. This authorization includes the release to Trexis of your residence address and other information in any state Department of Motor Vehicle's records. This authorization shall remain on file and serve as an ongoing authorization for Trexis to procure consumer reports/investigative consumer reports about you at any time while you are acting as an independent agent on behalf of Trexis.

Print Name
(As shown on your resident license)

Date

Other names: (including maiden name) if any, by which you have been known: _____

Signature



Trexis Website Security Form

Company Use
Approval By: _____
Date: _____
Producer Code: _____
TSM: _____

Agency Name: _____ Producer Code(s): _____

ACCESS RIGHTS DESIGNATIONS

Policy Center – Access to Quotes and Policies

Make Payments – Make online payments

Accounting Center – Payment activity and reprint NB applications

Producer Administrator – Access to Agency logins

Download Materials – Forms and program materials

Write New Business – Ability to bind new business

Endorse – Endorse policies

Pending Items – Underwriting notifications

Proprietary Reporting – Access to Commissions

Agency Scorecard – Access Agency Reporting

PART I – PRODUCER REGISTRATION – Principal/Owner set up of main access to the Trexis Website

Contact Name: _____ Contact Email: _____

Access Rights (Check all boxes that apply)

- | | | | | |
|---|--|--|---|---|
| <input type="checkbox"/> Policy Center | <input type="checkbox"/> Make Payments | <input type="checkbox"/> Accounting Center | <input type="checkbox"/> Producer Administrator | <input type="checkbox"/> Download Materials |
| <input type="checkbox"/> Write New Business | <input type="checkbox"/> Endorse | <input type="checkbox"/> Pending Items | <input type="checkbox"/> Proprietary Reporting | <input type="checkbox"/> Agency Scorecard |

Producer Administrator access gives the ability to add additional logins and delete obsolete logins on behalf of the agency. Also the ability to assign or terminate access rights for logins used by this agency.

Proprietary Reporting gives access to sensitive information, including but not limited to commission statements.

PART II – ADDITIONAL USERS – for access to the Trexis Website

Access Rights (Check all boxes that apply)	Access Rights (Check all boxes that apply)																				
<p>Contact's Name: _____</p> <p>Email Address: _____</p> <p><u>This will be your username and must be a unique email address.</u></p> <p><input type="checkbox"/> NEW AGENT – Set up Username and Password</p> <p><input type="checkbox"/> EXISTING AGENT – Change Access Rights as indicated for listed email.</p> <table border="0"><tr><td><input type="checkbox"/> Policy Center</td><td><input type="checkbox"/> Write New Business</td></tr><tr><td><input type="checkbox"/> Make Payments</td><td><input type="checkbox"/> Endorse</td></tr><tr><td><input type="checkbox"/> Accounting Center</td><td><input type="checkbox"/> Pending Items</td></tr><tr><td><input type="checkbox"/> Producer Administrator</td><td><input type="checkbox"/> Proprietary Reporting</td></tr><tr><td><input type="checkbox"/> Download Materials</td><td><input type="checkbox"/> Agency Scorecard</td></tr></table> <p><input type="checkbox"/> AGENT TERMINATED – Deactivate</p>	<input type="checkbox"/> Policy Center	<input type="checkbox"/> Write New Business	<input type="checkbox"/> Make Payments	<input type="checkbox"/> Endorse	<input type="checkbox"/> Accounting Center	<input type="checkbox"/> Pending Items	<input type="checkbox"/> Producer Administrator	<input type="checkbox"/> Proprietary Reporting	<input type="checkbox"/> Download Materials	<input type="checkbox"/> Agency Scorecard	<p>Contact's Name: _____</p> <p>Email Address: _____</p> <p><u>This will be your username and must be a unique email address.</u></p> <p><input type="checkbox"/> NEW AGENT – Set up Username and Password</p> <p><input type="checkbox"/> EXISTING AGENT – Change Access Rights as indicated for listed email.</p> <table border="0"><tr><td><input type="checkbox"/> Policy Center</td><td><input type="checkbox"/> Write New Business</td></tr><tr><td><input type="checkbox"/> Make Payments</td><td><input type="checkbox"/> Endorse</td></tr><tr><td><input type="checkbox"/> Accounting Center</td><td><input type="checkbox"/> Pending Items</td></tr><tr><td><input type="checkbox"/> Producer Administrator</td><td><input type="checkbox"/> Proprietary Reporting</td></tr><tr><td><input type="checkbox"/> Download Materials</td><td><input type="checkbox"/> Agency Scorecard</td></tr></table> <p><input type="checkbox"/> AGENT TERMINATED – Deactivate</p>	<input type="checkbox"/> Policy Center	<input type="checkbox"/> Write New Business	<input type="checkbox"/> Make Payments	<input type="checkbox"/> Endorse	<input type="checkbox"/> Accounting Center	<input type="checkbox"/> Pending Items	<input type="checkbox"/> Producer Administrator	<input type="checkbox"/> Proprietary Reporting	<input type="checkbox"/> Download Materials	<input type="checkbox"/> Agency Scorecard
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<input type="checkbox"/> Producer Administrator	<input type="checkbox"/> Proprietary Reporting																				
<input type="checkbox"/> Download Materials	<input type="checkbox"/> Agency Scorecard																				

Printed Name: _____

Agency Principal/Owner

Signature: _____

Agency Principal/Owner

Date: _____

Agency Name: _____

Agency Address: _____

PRODUCER'S AGREEMENT

This Agreement is made by and between Worldwide Insurance Network and all sub agents appointed by Worldwide Insurance Network (hereinafter, "you" and "your"), and the Companies identified in Section 12 (collectively, "we," "us," and "our"). As a member of the Worldwide Insurance Network (Smart Choice), "you" agree as follows:

Section 1. Definitions

- A. "Effective Date" means the date that this Agreement becomes effective, as set forth in Section 12.
- B. "Expiration Information" means business records and information originating with you regarding any applicant or insured under a Policy or Renewal, including, without limitation, the date of expiration and policy limits of any Policy or Renewal.
- C. "Policy" means any insurance contract issued in the Territory by a company identified in Section 12 that you have been licensed to write with pursuant to this Agreement.
- D. "Renewal" means any insurance contract issued in the Territory by a company identified in Section 12 that you have been licensed to write with, that:
 - 1. is effective within sixty (60) days after the expiration date of any Policy or Renewal thereof;
 - 2. provides substantially similar coverage as any such Policy or Renewal;
 - 3. is issued to the same named insured as such Policy or Renewal; and
 - 4. is issued using your Expiration Information.
- E. "Territory" means the jurisdiction(s) where you are licensed and we make insurance products available to you, as listed in Section 12. Subject to your licensing status, we may add jurisdictions with written notice to you.
- F. "Trademark(s)" means any and all of our Company names, trade names, domain names, slogans, tag lines, logos, trademarks or service marks, including those of our parent and affiliates.
- G. "Underwriting Requirements" means instructions that we provide or make available to you in written or electronic format, including, without limitation, insurance applications, product or underwriting guides, rates and rating software, processes and procedures, commission schedules, or premium payment plans.

Section 2. Authority

- A. Subject to and in accordance with this Agreement and the Underwriting Requirements, you have the authority in the Territory to solicit, provide quotes, receive applications, bind coverage, and collect and provide receipts for premiums for authorized insurance products specified in Section 12.
- B. You have no authority to, and agree that you will not:
 - 1. submit to us any application for insurance:
 - a. that you know or have reason to know is false, inaccurate or misleading;
 - b. with a requested effective date and time prior to the date and time that you receive a request for such coverage and an acceptable down payment, a complete quote from you is registered electronically in our quoting systems, and you meet any and all additional conditions specified in the Underwriting Requirements; or
 - c. for any class of risk not specified in the Underwriting Requirements;
 - 2. adjust, settle, or commit us in any way on any claim under a Policy or Renewal; or
 - 3. collect from any person who is or has applied to be insured with us any fees or charges in connection with the performance of this Agreement that are in addition to those specified in the application for a Policy or declarations page for a Renewal, except in compliance with all applicable laws. You are solely responsible for any legally required disclosure of such fees and charges to applicants and insureds. You are not authorized to, and nothing in this Agreement shall be construed as, authorizing the imposition or collection of any such fees or charges on our behalf.
 - 4. allow anyone other than an applicant or spouse to endorse, sign on behalf, or affect coverage under a policy.

- C. Without our prior consent, you have no authority to, and agree that you will not:
1. grant binding authority to, or accept business subject to this Agreement from, anyone other than your duly licensed and appointed employees or duly licensed and appointed producers who are subject to a written agreement allowing them to solicit business for you;
 2. make or issue with respect to Policies or Renewals financial responsibility filings, certificates of insurance (except on forms provided by us), filings with any government agency, policies, endorsements, or renewal or cancellation notices;
 3. disclose to our competitors or their agents information contained in our Underwriting Requirements; or
 4. display or use, or instruct or permit others to display or use, any of our advertising, in whole or in part, or any of our Trademarks, or any words, phrases, pictures or graphics that are derived from or confusingly similar to the same, in any way, including, without limitation, in signs, advertisements (e.g., print, electronic, radio, television, etc.), promotional material, business cards, directory listings, domain names, Web sites or search engines. If you violate this provision and such violation is not remedied to our satisfaction within fifteen (15) days after our written notice thereof, then in addition to any other remedies available to us at law or in equity, you agree that we shall have the right to do any or all of the following: (a) terminate this Agreement immediately upon written notice to your last known address; (b) obtain immediate injunctive relief against any such display or use; or (c) collect for each month in which such violation occurs liquidated damages equal to the greater of \$1,000 or 2% of your previous year's total written premium with us.
- D. We have the authority to:
1. expand, restrict, suspend or modify any part or all of your authority hereunder upon written notice to you;
 2. change our Underwriting Requirements by providing written notice or making the same available to you; and access and use Expiration Information only as described in Section 5.
 3. as a condition precedent to entering into this Agreement or at any point during the life of this Agreement to conduct background checks on you or any employee appointed by the Company. You further certify that to the best of your knowledge that neither you nor anyone employed by you and appointed by the Company and authorized to solicit business has ever been convicted of a felony.

Section 3. Duties

- A. You agree to:
1. submit to us promptly all applications and premiums in any manner that we may specify, which may include, without limitation, electronic transmission;
 2. use all reasonable efforts to ensure that applications contain complete and accurate information;
 3. maintain an errors and omissions policy of insurance with a company acceptable to us, covering you and each of your employees, with minimum limits of liability and a deductible that are both deemed acceptable by the Company.
 4. comply with our Underwriting Requirements, as these may be changed by us pursuant to this Agreement;
 5. notify us promptly of any and all felony convictions involving the owner of the agency or any producers;
 6. present to each applicant or insured:
 - a. all notices that we may determine are legally necessary or legally prudent; and
 - b. all informational materials that we supply and ask you to provide;
 7. notify us in writing of any and all Policies and Renewals subject to premium financing arrangements, and the name and address of the premium financing company, promptly after you arrange for or learn of the same. Nothing in this Agreement shall be construed as authorizing any premium financing arrangements if prohibited by the Underwriting Requirements;
 8. pay for all of your operating expenses, including, without limitation, personal license fees and taxes, and occupational or municipal license fees and taxes;
 9. comply with all applicable laws and regulations relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
 10. instruct each insured to immediately report directly to us all claims or losses, and immediately refer to us any inquiry or report concerning any claim or loss that you may receive;
 11. retain in an orderly fashion and for the period specified in the Underwriting Requirements and required by applicable law in your Territory(ies), each of the following, to the extent applicable, with respect to Policies and Renewals: all original signed applications, driver exclusions, selections and rejections of optional coverage, documents required by us in support of premium discounts, vehicle

inspection reports, and powers of attorney. You may retain electronically scanned documents in lieu of hard copy, provided that they are retrievable, durable, legible, unalterable and compatible with our systems. Upon expiration or termination of this Agreement, or at any time upon our request, you agree to send to us all such documents or copies;

12. allow us access to your facilities during business hours to review documents and records pertaining to Policies and Renewals, and assist in performing any such review;
 13. provide to us any information in your possession or control that we may request in connection with this Agreement, including, without limitation, a copy of all or any part of any file concerning any person insured under, or who has applied for, a Policy or Renewal with respect to that Policy or Renewal or application for the same;
 14. cooperate with us fully in our investigation of any claim or loss involving a Policy or Renewal;
 15. pay to us any and all amounts due hereunder within the time specified in the Underwriting Requirements or, if not specified, within thirty (30) days after receipt of our invoice; and
 16. refund unearned commissions to us at the same rate that such commissions were paid to you.
 17. service our policyholders by providing them access to your agency to make any necessary changes to their policies. This duty applies as long as you are receiving a commission from us for a policy.
- B. We agree to:
1. issue all policy contracts and related forms;
 2. adjust or arrange for the adjustment of all claims;
 3. notify you of any material change to any Policy or Renewal;
 4. fulfill our obligations under our Underwriting Requirements, Policies and Renewals;
 5. comply with all applicable laws relating to the performance of this Agreement, including, without limitation, privacy, producer licensing and anti-steering laws;
 6. develop and provide or make available to you the Underwriting Requirements.

Section 4. Commissions

- A. Subject to Section 4.B, we will pay you commissions on Policies and Renewals based on our applicable commission schedules in effect as of the inception date of each such Policy or Renewal, provided that:
1. if required by law, you are licensed as an insurance producer;
 2. you have paid all amounts that are due and owing to us;
 3. you are the producer of record at the inception of the Policy or Renewal; and
 4. we have not terminated this Agreement pursuant to Section 6.C.
- B. We may change our commission schedules for Policies and for Renewals upon prior written notice to you. Notwithstanding the foregoing, we may change our commission schedules immediately if we determine that it is legally necessary or legally prudent.
- C. We will prepare a report of all business written and becoming effective and processed during the previous month. The report shall contain any changes or credits to the Producer's statement which have not appeared on a previous statement.
- D. You agree to refund ratably to the company commissions on canceled policies and on policies in which the premium has been reduced or refunded, such refund is to be on the same basis on which commissions were originally paid to you. All return commission balances are due 20 days after the statement issue date.

Section 5. Expiration Information

- A. You own all rights in Expiration Information, subject to the provisions of this Section. Without your prior written consent, we have no authority to, and agree that we will not:
1. use any Expiration Information for the purpose of soliciting any Policy, Renewal, or other insurance product, except in accordance with Section 5.C or Section 5.E; or disclose Expiration Information to any third party, except for the purposes set forth in Section 5.B.
- B. Notwithstanding the foregoing, we may:
1. contact, or use any third party to contact, any person insured by us, formerly insured by us, or who has applied to be insured by us, to:
 - a. provide customer service to any such person;
 - b. process an agent of record change requested by any such person with respect to his or her Policy or Renewal or application for the same;
 - c. request, receive or verify any information related to any such person with respect to his or her Policy or Renewal or application for the same;
 - d. notify any such person of, and collect premiums due on, any Policy or Renewal; change the terms of any Policy or Renewal;
 - e. provide information regarding insurance-related issues; or

- f. refer to another independent insurance producer any such person who is insured by us and who moves to a jurisdiction where you are not licensed or authorized to solicit our insurance products.
- 2. access, use and disclose information regarding Policies and Renewals, including Expiration Information, only for the purposes set forth in Section 5.B.1, the Gramm-Leach-Bliley Act, market research, product development, regulatory compliance, determining compliance with this Agreement, or as otherwise required by law, regulation or court order.
- C. Unless otherwise notified by you in writing, we may, in our discretion, offer to renew Policies and Renewals written hereunder. When required by applicable law, we will offer to renew such Policies and Renewals. If we make such offers to renew, then subject to Section 4 and Section 5.E, we will continue to designate you as the producer and pay you commissions on each resulting Renewal in accordance with our then-current commission schedules.
- D. Until you fully discharge your financial obligations to us under this Agreement, we hereby retain and you hereby grant to us a security interest in your Expiration Information to the extent of any such financial obligation, and you agree to execute such documents as we may require to evidence, preserve or perfect this security interest.
- E. We will own all rights in Expiration Information and all expiration and renewal rights related to Policies and Renewals, and we will have no further obligation to pay you commissions hereunder only if:
 - 1. we terminate this Agreement pursuant to Section 6.C.1 due to your failure to timely pay all amounts due and owing to us;
 - 2. we terminate this Agreement pursuant to Section 6.C.2 because you have abandoned, or been deemed to have abandoned, your business; or after termination of this Agreement, you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds.

Section 6. Term and Termination

- A. This Agreement will become effective upon the Effective Date, and will continue in effect until terminated as provided in this Section.
- B. Unless otherwise required by law, we may terminate this Agreement at any time immediately upon the expiration of at least thirty (30) days' advance written notice to your last known address. Any such notice shall take effect on the later of thirty (30) days after the date of such notice, or the date for termination specified in the notice.
- C. Unless otherwise required by law, the advance notice required by this Section does not apply to us, and we may terminate this Agreement immediately upon written notice to your last known address, if:
 - 1. you fail to remit or make available funds due and owing to us when and as required by this Agreement, and such funds are not remitted or made available to us within ten (10) days after the date of our written notice to remit such funds;
 - 2. you commit any act of bankruptcy or receivership, become insolvent, assign all or any part of your assets for the benefit of creditors, or upon or after the filing of any petition of bankruptcy, voluntary or involuntary;
 - 3. if any attachment, execution or garnishment is started against you, your real property or any of your other property;
 - 4. if you accept business without prior written consent from the Company from any agent or broker not appointed by the Company;
 - 5. if the fundamental nature of your business enterprise changes. This includes sale or transfer of all or substantially all of the assets of your enterprise, or a change in your equity ownership, whether by operation of law or otherwise, or a merger, consolidation or other business combination between you and another organization;
 - 6. you abandon your business. You will be deemed to have abandoned your business if you cease to maintain a published telephone number or office location open to the public, or you change your telephone number or office location without providing prior written notice of the change to us and to your customers who are insured by us;
 - 7. your producer license is suspended, revoked or no longer active for any reason;
 - 8. you engage in any fraudulent act against us or any applicant for or insured under a Policy or Renewal; or
 - 9. you otherwise fail, in any material respect, to comply with this Agreement, and do not cure such failure, or such failure is incapable of being cured, within thirty (30) days after the date of our written notice thereof.
- D. You may terminate this Agreement at any time immediately upon written notice to us.

- E. If the Company has the right to terminate this Agreement pursuant to Section 6 above or if you are in violation of any of the terms of this Agreement, the Company may, upon written notice, suspend your authority. The length, scope and scale of the suspension will be solely determined by the Company

Section 7. Rights After Termination

- A. Upon and after the expiration or termination of this Agreement:
1. all authority given to you by this Agreement ends;
 2. we may notify any person insured under a Policy or Renewal of the expiration or termination of this Agreement;
 3. you will promptly cease use of our advertising and Trademarks and return, at your expense, all of our manuals, forms, identification cards, signs, records, materials, applications, rate guides, Underwriting Requirements, software, and any and all other property that we have made available to you;
 4. all in-force Policies and Renewals will continue to normal expiration, subject to their terms; and
 5. in our discretion, we may pay you commissions on Renewals as a percentage of collected premium, rather than written premium.
- B. Notwithstanding the foregoing:
1. unless this Agreement is terminated by us pursuant to Section 6.C, and subject to Section 2.D.1, you will continue to have authority to service Policies and Renewals outstanding after termination of this Agreement, you may retain those materials of ours that are necessary to exercise this authority, and we will provide you with access to information necessary to the exercise of this authority; and
 2. at your request, we will provide to you copies of any Policy and Renewal contracts and related declarations pages in our possession or control. We shall provide the same either electronically or in hard copy, at our option
- C. The following provisions will survive the termination of this Agreement: Section 2.C.4; Section 2.D; Section 3.A.7 through Section 3.A.16; Section 3.B.1 through Section 3.B.7; Section 5; Section 7; Section 8; Section 9; and Section 10.

Section 8. Fiduciary Responsibilities

- A. You agree to hold in a fiduciary capacity for our benefit all funds received by you on our behalf, including, without limitation, premiums for insurance written under this Agreement. If mutually agreed between you and us, you will deposit such funds into a bank account for electronic transfer to us. If you fail to remit or make these funds available to us in a timely fashion, as required by this Agreement and the Underwriting Requirements, we will have a first lien on such funds. After the expiration or termination of this Agreement, you agree to continue to hold these funds in a fiduciary capacity for our benefit until you remit or make these funds available to us.
- B. Notwithstanding anything in this Agreement to the contrary, we may set off any amounts due and owing to you under this Agreement or any other agreement between you and us, against any amounts due from you to us under this Agreement or any other agreement between you and us.

Section 9. Privacy Compliance

- A. We will provide a privacy notice to insureds as required by law. We will notify you in writing if you are required to provide a privacy notice to applicants on our behalf.
- B. We may provide to you information regarding applicants, insureds or claimants that is not collected by you. The use and disclosure of such information is subject to the terms of our privacy notice and applicable privacy laws. Accordingly, you agree not to further disclose or use any such information, except as necessary to carry out the purpose for which we provide it, or as expressly authorized by the person to whom it pertains.
- C. You must take steps to ensure the security and confidentiality of information concerning applicants, insureds and claimants under Policies and Renewals. Subject to the provisions of Section 3.A.11, this includes taking reasonable steps to destroy, or arrange for the destruction of, records containing such information that are no longer to be retained by you by shredding, erasing or otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means. This includes compliance with rules governed by the National Automated Clearing House (NACHA) and Payment Card Industry (PCI).

Section 10. Indemnification

- A. We will indemnify, defend, and hold you harmless for and from all liabilities, losses, damages, judgments, actions, and expenses, including reasonable attorneys' fees (collectively, "Losses"), that

you sustain due to our negligence, any wrongful acts, errors or omissions on our part, or our failure to comply with the provisions of this Agreement or our Underwriting Requirements. This indemnification shall include, without limitation, any Losses that you sustain due to our use of consumer credit information if you have complied with our procedures for use or ordering of the same. You agree to immediately notify us when you learn of or receive any claim that you feel is covered under this Section. We shall have the right to participate, at our expense, in the investigation and defense of any such claim, and may, at our option, assume full defense of any action filed. If we assume the defense, we will not be liable to you for any cost of litigation, including, without limitation, court costs and attorneys' fees, that you incur subsequent to our decision to assume defense of any such action.

- B. You will indemnify, defend and hold us harmless for and from all Losses that we sustain due to your negligence, any wrongful acts, errors or omissions on your part, or your failure to comply with the provisions of this Agreement or our Underwriting Requirements. We agree to immediately notify you when we learn of or receive any claim that we feel is covered under this Section. You shall have the right to participate, at your expense, in the investigation and defense of any such claim.

Section 11. Miscellaneous

- A. Written notices under Section 5.C and Section 6 shall be provided in hard copy and shall be sent to the intended recipient's last known address. All other written notices required under this Agreement may be provided in writing, by email or other electronic means, such as fax, and the parties hereby consent to receive such notices via fax. Notices shall be effective: (1) upon receipt if hand delivered; (2) upon receipt or refusal to accept delivery if sent by certified mail; (3) three days after mailing if sent by U.S. first-class mail, postage prepaid; (4) the next business day after being sent by overnight delivery service; and (5) the next business day after machine-confirmation of successful transmission if sent by fax or email.
- B. This Agreement will be governed by and interpreted under the laws of the jurisdiction of the physical location of the Producers office where the insurance policy is actually sold. Any provision of this Agreement that is contrary to the controlling law is hereby deemed to be amended to bring it in compliance with that law. The determination by a court of competent jurisdiction that any provision of this Agreement is unenforceable will in no way impair or affect the validity or enforceability of any other provision of this Agreement.
- C. This Agreement contains the entire understanding between the parties and supersedes all previous agreements between the parties, oral or written, with respect to any insurance product that you are authorized to solicit under this Agreement. Such agreements are hereby terminated by the mutual agreement of the parties as of the Effective Date of this Agreement.
- D. This Agreement may not be modified or amended except in writing that expressly refers to this Agreement and that is signed by both parties.
- E. This Agreement will be binding on and will inure to the benefit of the parties and their respective successors and permitted assigns. Except as provided in this Section, neither this Agreement nor any rights, duties or authority hereunder may be assigned or delegated by either party without the prior consent in writing of the other party. Upon written notice to you, we may assign this Agreement, or assign our rights or delegate our duties under this Agreement, to any of our existing or future corporate affiliates. Upon written notice to us, you may assign your rights to receive commissions on Renewals to any duly licensed insurance producer, and upon receipt of such notice we will pay such commissions to the assignee, subject to our right to set off under Section 8.B and the assignee's agreement to refund unearned commissions under Section 3.A.16, and provided that the conditions of Section 4.A, other than Section 3.A.3, are met with respect to the assignee and such Renewals.
- F. The captions contained in this Agreement are for organizational purposes only and do not constitute a part of this Agreement.
- G. A party's failure to insist upon strict compliance with any of the provisions of this Agreement or the Underwriting Requirements will not constitute a continuing waiver of the right to insist upon such compliance.
- H. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies available to the parties at law or in equity.
- I. The relationship between the parties is that of independent contractors. You are responsible for the development and execution of your marketing plans, and all other aspects of the operation of your business and facilities, including, without limitation, hours of operation, advertising, utilities, taxes, hiring, employment and training. Neither party is responsible for the debts nor liabilities of the other, and nothing shall be deemed to create or recognize any relationship other than that which is expressly described herein. This is not an exclusive Agreement.

Section 12. Effective Date, Territory, Identifying Information, etc.

PRODUCER INFORMATION

Address for Notices _____

Legal Business Name _____

COMPANY INFORMATION

Address for Notices: Attn: Compliance Officer
 Trexis Insurance Companies
 P.O. Box 681314
 Franklin, TN 37068-1314

Agency Name: _____

Effective Date, Authorized Insurance Programs & Territory

Effective Date: _____

Authorized Insurance Programs:

Trexis Insurance Corporation NAIC# 12188 Trexis One Insurance Corporation NAIC# 11004

Territory: **VIRGINIA** _____

ACCEPTED AND AGREED:

Producer

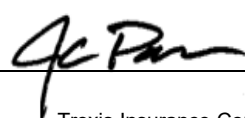
Signature: _____

Name: _____

Title: _____

Date: _____

Company

Name:  _____

Representing: Trexis Insurance Companies

Date: _____

For Company Use Only:

Producer Codes will be assigned by the Company once all required documentation has been signed and submitted.

Producer Code: _____

Subcodes: _____

Additional Items to be Returned with the Completed New Agent Packet

1. Copy of the license for the Business Entity (if applicable) and/or the license for each Agent to be Appointed

Please make sure to complete all the information requested on the New Agent / Agency Licensing Information worksheet for each person and/or the Business Entity (if applicable) for whom an appointment is requested, including the social security number and date of birth. Without that information, we will be unable to process the appointment.

2. Copy of the Agency E&O Dec Page – showing the Expiration Date, Liability Limit, and Deductible amounts for the policy
 - If your deductible is over \$10,000 or your Liability Limit is less than \$300,000, please make sure to include an explanation on page 2 of the application as to why you chose the amount(s) and if there are E&O claims / loss history.